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Attorneys for Plaintiff
RICHARD SKAFF

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RICHARD SKAFF

CASE NO. C 09-05518 JSW
Civil Rights

Plaintiff,

V.

REAL MEX RESTAURANTS,
INC; GENERAL GROWTH
PROPERTIES, INC. and DOES 1-
25, Inclusive,

**STIPULATION AND ~~PROPOSED~~
ORDER FOR DISMISSAL
AGAINST GENERAL GROWTH
PROPERTIES, INC. ONLY**

Defendants.

FRCP 41

1 Plaintiff RICHARD SKAFF, by and through his attorney, and Defendant
 2 GENERAL GROWTH PROPERTIES, INC, by and through its attorneys, file this
 3 “STIPULATION AND [PROPOSED] ORDER FOR DISMISSAL AGAINST
 4 GENERALGROWTH PROPERTIES, INC. ONLY” pursuant to Federal Rule of
 5 Civil Procedure 41.

6 Plaintiff filed this lawsuit on November 20, 2009.

7 Plaintiff and Defendant General Growth Properties, Inc previously entered
 8 entered into a “Mutual Release And Settlement Agreement For Injunctive Relief
 9 Only” which, except for Injunctive Relief items 4.7, 4.42, 4.43, 4.44, and 4.45 in
 10 Exhibit 1 to the Parties’ “Mutual Release And Settlement Agreement For Injunctive
 11 Relief Only,” settled the injunctive relief aspect of the lawsuit against Defendant
 12 General Growth Properties, Inc. Except for Injunctive Relief items 4.7, 4.42, 4.43,
 13 4.44, and 4.45 in Exhibit 1 to the Parties’ “Mutual Release And Settlement
 14 Agreement For Injunctive Relief Only,” and except for the damages and attorney’s
 15 fees, litigation expenses, and costs aspect of the lawsuit, the Court dismissed the
 16 injunctive relief aspect of the lawsuit against Defendant Growth Properties, Inc.
 17 (See Docket No. 33)

18 Plaintiff and Defendant General Growth Properties, Inc. have now settled
 19 Injunctive Relief items 4.7, 4.42, 4.43, 4.44, and 4.45 and have now settled the
 20 damages and attorney’s fees, litigation expenses, and costs aspect of the lawsuit
 21 and have entered into a “Confidential Settlement Agreement, Waiver, And Release
 22 For Damages And Attorney’s Fees, Litigation Expenses, And Costs” which
 23 evidences the settlement and which is incorporated by reference herein as if set forth
 24 in full. The Confidential Settlement Agreement provides in part that the Court shall
 25 retain jurisdiction to enforce the Agreement and that if the requirement arises to
 26 submit the Agreement to the Court that it will be submitted under seal.

1 Plaintiff and Defendant General Growth Properties jointly move to dismiss
 2 with prejudice Injunctive Relief items 4.7, 4.42, 4.43, 4.44, and 4.45 in Exhibit 1
 3 to the Parties' "Mutual Release And Settlement Agreement For Injunctive Relief
 4 Only" and the damages and attorney's fees, litigation expenses, and costs aspects
 5 of the lawsuit by and between Plaintiff and Defendant Growth Properties .

6 This case is not a class action, and no receiver has been appointed.

7 This Stipulation may be signed in counterparts, and facsimile or
 8 electronically transmitted signatures shall be as valid and binding as original
 9 signatures.

10 Wherefore, Plaintiff and Defendant General Growth Properties, Inc, by and
 11 through their attorneys of record, so stipulate.

12 Date: 2/28/13

SIDNEY J. COHEN
 PROFESSIONAL CORPORATION



Sidney J. Cohen
 Attorney for Plaintiff Richard Skaff

16 Date: 3/5/2013

JACKSON LEWIS LLP



Cara Ching-Senaha
 Attorneys for Defendant
 General Growth Properties, Inc.

20 **PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO**
 21 **ORDERED:**

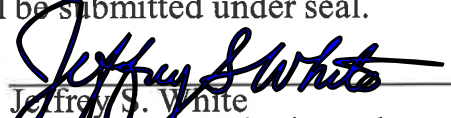
22 Injunctive Relief items 4.7, 4.42, 4.43, 4.44, and 4.45 in Exhibit 1 to the
 23 Parties' "Mutual Release And Settlement Agreement For Injunctive Relief Only"
 24 and the damages and attorney's fees, litigation expenses, and costs aspects of the
 25 lawsuit by and between Plaintiff and Defendant Growth Properties is dismissed with
 26 prejudice. The Court shall retain jurisdiction to enforce the parties' "Confidential
 27 Settlement Agreement, Waiver, And Release For Damages And Attorney's Fees,

28 Stipulation And ~~Proposed~~ Order For Dismissal
 Against Defendant General Growth Properties, Inc. Only

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1 Litigation Expenses, And Costs.” If the requirement arises to submit the
2 Confidential Agreement to the court, it shall be submitted under seal.

3 Date: April 8, 2013



Jeffrey S. White
United States District Judge